

supersedes all prior agreements and understandings among the parties and may not be changed or terminated orally. No attempted changes, termination or waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom the same is sought to be enforced. The Contract may be executed in any number of counterparts, each of which shall be considered an original and no other counterpart need be produced.

32. Additional Documents, Etc. Subsequent to the Closing Date, each party to this Contract shall at the request of any other furnish, execute and deliver such documents and instruments as the requesting party shall reasonably require as necessary or desirable to carry out the transaction contemplated hereunder.

33. Paragraph Headings. Paragraph headings herein have been inserted for reference only and shall not be deemed to limit or otherwise affect, in any manner, or be deemed to interpret in whole or in part, any of the terms or provisions of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers as of the day and year first above written.

SELLER:

ATLANTIC BROADCASTING, INC.

By: 

John H. Wiggins, President

27.

BUYER:

JAY MEISENHOLDER, individually and on
behalf of a corporation to be formed

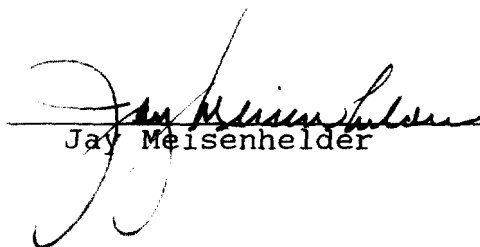

Jay Meisenholder

Exhibit A

TANGIBLE PROPERTY TO BE CONVEYED

STUDIO "A" INVENTORY

- 1 SYMETRIX TELEPHONE INTERFACE MODEL TI-101
- 1 SYMETRIX VOICE PROCESSOR MODEL 528
- 1 TASCAM 112 CASSETTE PLAYER
- 1 AUTO-SEGUE UNIT CONSISTING OF: 3 PIONEER PD-M730 CD PLAYERS
 1 AUTOMATIC SEQUENCER FOR CD PLAYERS
 14 ADDITIONAL CD MAGAZINES
- 1 ITC 3 DECK CART PLAYER
- 1 AUTOGRAM PACEMAKER CONTROL BOARD
- 1 REALISTIC STA-720 AM/FM STEREO RECIEVER
- 2 MARTI AURAL STL TRANSMITTERS MODEL STL-10
- 1 SENNHEISER MICROPHONE MODEL 421-U-5
- 1 SENNHEISER HEADPHONES MODEL HD-450
- 2 CERWIN VEGA SPEAKERS
- 1 156 CARTRIDGE CAPACITY CAROUSEL
- 1 50 CARTRIDGE CAPACITY CAROUSEL
- 4 EQUIPMENT RACKS
- 1 SETH THOMAS WALL CLOCK
- 1 MICRONTA DIGITAL WALL CLOCK
- 1 MICROPHONE STAND
- 1 "ON-AIR" LIGHT
- 1 BOOKSHELF
- 1 CHAIR w/o CASTERS
- 1 CHAIR w/ CASTERS, ADJ HEIGHT

STUDIO "B" INVENTORY

- 1 OTARI MX-5050 REEL TO REEL UNIT
- 1 ARAKIS SYSTEMS CONTROL BOARD
- 1 ITC MODEL RP REC/PB CART MACHINE
- 1 ITC 3 DECK PLAYBACK CART MACHINE
- 1 JVC R-S7 STEREO RECEIVER
- 1 TECHNICS M85MK2 CASSETTE PLAYER
- 1 TASCAM CD-301 CD PLAYER

JK 12/12/91

1 ORBAN LIMITER MODEL 464A
1 VALLEY PEOPLE, INC. MICROPHONE PROCESSOR
1 ATI ENCORE SERIES DUAL DISTRIBUTION AMPLIFIER MODEL DA-208
1 TECHNICS TURNTABLE MODEL SL1200mk2
1 SENNHEISER MICROPHONE MODEL 421-U-5
1 SENNHEISER HEADPHONES MODEL HD-450
1 200 CARTRIDGE CAPACITY CAROUSEL
1 PRODUCTION LIBRARY
1 REALISTIC BULK TAPE ERASER CAT. NO. 44-232
1 ROBBINS MAGNETIC ERASER MODEL ME-99
2 REALISTIC SPEAKERS
1 EQUIPMENT RACK
1 MICROPHONE STAND
10 CARTRIDGES

TRANSMITTER SITE INVENTORY

1 HARRIS FM 5K TRANSMITTER
2 MARTI AURAL STL RECEIVERS MODEL STL-10
1 OPTIMOD 8000
1 STD DISH
1 ERI FM 2-BAY ANTENNA

OFFICE EQUIPMENT INVENTORY

1 MITA COPIER MODEL DC-21 RE
1 SMITH CORONA TYPEWRITER MODEL XE-5000
1 SHARP CALCULATOR MODEL EL-21975
12 EXECUTONES TELEPHONES
1 FOUR DRAWER FILING CABINET
1 BOOKSHELF
5 DESKS
1 CREDENZA
5 CHAIRS w/CASTERS

11/12/12/91

Exhibit B

CONTRACTS TO BE ASSIGNED AND ASSUMED

CONTRACTS TO BE ASSIGNED AND ASSUMED

<u>Description</u>	<u>Maximum Amount of Assumption</u>
Tower Site Lease (copy attached)	\$ 575/month
Studio Lease (copy attached)	\$ 500

per 12/12/01

North Carolina

Carteret County

ANTENNA SITE LEASE AGREEMENT

RECITALS: WHEREAS, Lessor is in possession of a tower and transmitter building located at Grantsboro, NC at co-ordinates 35 degrees 07' 55" N and 76 degrees 52' 32" W (hereinafter called the Tower, Building, or collectively as the Site), and,

WHEREAS, the Lessee agrees to lease from Lessor and Lessor agrees to lease to Lessee a location on the tower for the installation of its antenna system and a location in transmitter building for the associated equipment necessary for the operation of Lessee's antenna,

and in consideration of the mutual promises between Lessor and Lessee, and the covenants and conditions herein contained, Lessor and Lessee agree to the following:

1. Premises to be Leased:

A location on the Tower at the 335 foot level above ground for the FM antenna and a location at the 150 foot level for the STL antenna, that shall be acceptable to Lessor and not interfere with the operation or use of any other antennas currently located on the Tower, and a location in the Building not to exceed 25 square feet of floor space.

2. Installation and Use of Site:

Lessee may use the leased premises for the purpose of installing and operating an FM radio station and STL. Lessee, at its expense, may install a 2 bay Harris FML-2E antenna (or its windloading equivalent) on the Tower at 335 feet above ground and a Scala 450U STL antenna or its equivalent at a height above ground of 150 feet, together with 1 5/8 inch transmission line for the FM antenna and 7/8 in line for the STL antenna, and a 5kw FM transmitter and equipment rack in the transmitter building. Lessor shall provide Lessee with access to the Site for installation, routine maintenance and emergency repairs to Lessee's equipment.

Lessee agrees that all engineering, installation, modification, and maintenance work performed to accommodate Lessee's equipment shall be performed in a good and workmanlike manner, and shall be performed by properly licensed or otherwise fully qualified personnel with Lessor's or its agent's prior approval of plans and contractors.

Lessee shall bear all costs and expenses of mounting its antenna to the tower and for installing, operating, and maintaining its radio equipment in its building. In the event the installation, maintenance or operation of Lessee's equipment at the Site causes objectionable interference to the other antennas or equipment already located at the Site, Lessee shall, upon notification by Lessor, immediately make every effort to eliminate such interference to the transmitting equipment of tenants using the site before Lessee, at Lessee's expense.

Lessor may permit other antennas on the Tower, provided that any future tenants will be responsible for locating or operating their equipment so as to not adversely interact with Lessee's antenna or its operation.

Lessee agrees to hold the Lessor harmless from any loss of use of the Site. In the event that the Tower is destroyed or damaged, Lessor will reconstruct or repair the Tower as soon as reasonably possible and give possession to Lessee of the same space leased hereunder, unless Lessor elects to terminate this Lease. If the Tower is in need of such repair or is so damaged that reconstruction or repair cannot be reasonably undertaken without dismantling Lessee's antenna, then Lessor may remove Lessee's antenna and interrupt broadcasting activity, but must replace the antenna as soon as reasonably possible. Lessee shall be entitled to a pro rata refund of its prepaid rent for such time as it is unable to conduct its normal broadcasting activities as a result of such total or partial destruction or damage or need of repair situation. Lessee will also be afforded the right to install temporary facilities, if available, pending repairs, without interfering in any way with the construction, rebuilding or operation of Lessor's facility.

3. Term of Lease and Rent:

This Lease shall begin on the 1st day of July, 1991. The original term of the Lease shall be for a 30 month period. Lessee shall pay to Lessor rent one month in advance the rent of \$500 (five hundred dollars) for the FM antenna and \$.50 per foot above ground per month for the STL antenna by the first of the month. Rent payments shall increase by 10% for months 13 through 24 of this lease, and shall increase by another 10% for months 25 through 30. Payments should be made to the address given under Notice below unless the address is changed in writing.

4. Possession and Condition of Site:

Lessor covenants that is well seized of the leased premises, has a good right to lease them, will put Lessee in possession thereof, and Lessee shall peaceably and quietly have, hold, and enjoy the leased premises; and Lessor warrants and agrees to defend the title to said premises. Lessee has inspected the Site and is accepting the Site in as-is condition. Upon termination

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or expiration of the Lease, Lessee shall remove all equipment and surrender the site to Lessor in the condition that the Site presently is in, except for reasonable wear and tear and damage due to causes beyond the Lessee's control.

It is further understood and agreed that Lessor intends to replace the Tower at this Site with a new tower. In the event that a new tower is constructed and the currently leased Tower must be removed, Lessor will give Lessee 90 days notice. Lessee will be responsible for moving Lessee's antennas and lines to the new tower, although Lessor may absorb this cost in the cost of the project, at Lessor's option. In the event of such a project occurring during the term of this Lease, all other terms and conditions of this Lease will remain unchanged.

5. Ownership of Equipment:

It is agreed that all equipment or other property installed by the Lessee on the premises, shall be deemed to be the personal property of the Lessee for all purposes, including the listing thereof for ad valorem tax purposes, and shall remain the property of the Lessee at the termination of this Lease or any extension. Lessee shall be liable for and shall pay prior to delinquency, all taxes and assessments of any kind or nature, and penalties and interest thereon, if any, levied by city, county, state or federal government against Lessee's personal property or fixtures installed in and upon the Site. If any of Lessee's personal property shall be assessed with Lessor's real property, Lessee shall pay to Lessor the taxes attributable to Lessee with ten(10) days after Lessee's receipt of a written statement from Lessor setting forth the taxes applicable to Lessor's property. upon Lessor's request, Lessee shall furnish Lessor with satisfactory evidence of Lessee's payment of the personal property taxes provided for in this section.

Lessor shall not be liable for any labor or materials furnished or to be furnished to Lessee upon credit. Lessee agrees that no lien for any such labor or materials shall attach to or affect the premises of any part thereof, or to any of the improvements or appurtenances thereon. Whenever and as often as any mechanics', materialmen's, contractors', or any other lien is placed against the premises of any part thereof, or to any other lien is placed against the premises, or any part thereof, for labor or materials furnished or to be furnished to Lessee, Lessee shall promptly take such action by bonding, deposit, or payment as will discharge or satisfy such lien. Lessee shall send a copy of any notice of mechanic's lien with which it is served to lessor by registered or certified mail within three (3) business days of service. If Lessee fails to take curative action within thirty (30) days after receipt of written notice to Lessor demanding such action, then in addition to any other right or remedy of Lessor, Lessor may, at its option, discharge the same either by payment of the amount claimed or by procuring the

discharge of such lien by deposit in court or giving of authority in such other manner as may be prescribed by law or declare Lessee in default under this Lease. Any amount paid by Lessor to discharge any such lien, including reasonable legal fees, shall be repaid by Lessee to lessor on demand, and if unpaid, may be treated as additional rent.

6. Utilities and Cooling:

Lessee shall provide at Lessee's expense all electrical power and other utilities necessary to operate Lessee's equipment located on the Site. Lessee shall operate and maintain one 2 ton air conditioning unit currently associated with this FM Station.

7. Insurance:

Lessee shall carry, throughout the term of this Lease, at its own expense, from a solvent insurance company licensed to operate in the state of North Carolina, Workman's Compensation insurance as required by law. Lessee shall also carry throughout the term of the Lease a policy of comprehensive general liability insurance with the premiums thereon fully paid on or before the due date, such insurance to afford a minimum protection (which may be effected by primary and/or excess coverage) of not less than \$1,000,000 for personal injury including death or property damage in any one occurrence. Lessee shall name Lessor as an additional insured party under Lessee's liability policy.

Lessee shall also carry throughout the term of the Lease auto insurance on any vehicles owned by Lessee, or liability coverage for hired and non-owned vehicles in the same amounts as the general liability insurance.

Proof of liability coverage shall be furnished Lessor by Lessee annually. Both Lessor and Lessee agree to save the other harmless and to waive rights of subrogation with respect to any insurance recovery which may be paid to either or both of the undersigned by the respective insurers for casualty damage to the leased structures or contents. This waiver of rights of recovery of damages is limited expressly to the amount of insurance recovery only.

8. Default:

In the event that Lessee shall fail to perform any material obligation hereunder Lessor shall give notice to the Lessee at the address shown below under Notice. Material obligations under this Lease are defined as failure by Lessee to timely pay rent, pay taxes due or liens outstanding as described in sections 3 and 5, or failure to maintain proper insurance coverage as described in section 7. If after receipt of written notice by Lessor, the Lessee fails to cure the default condition within ten calendar days, the Lessor may declare this Lease to be in default. Once the lease is in default, Lessor may declare the lease terminated and the premises vacated on default. Lessor may accelerate and

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demand all payments due Lessor under the terms of the lease and shall have a lien on the Lessee's equipment for the total amount of the Lessee's obligations under this Lease and may remove and dispose of Lessee's equipment at Lessee's expense to satisfy its Lease obligations pursuant to the provisions of NC General Statutes. In such a case, Lessor agrees that Lessee's obligations under this lease will be reduced by the amount of rent charged to a substitute Lessee, if any, for the same facilities during the term of this Lease.

9. Notice:

Rent shall be paid to the Lessor at the address below.

Any notice of demand given or made hereunder shall be made by certified mail, return receipt requested, postage prepaid, and addressed:

in the case of Lessor to: Up In the Air Company, Inc.
608 Ann Street, Beaufort, NC 28516

in the case of Lessee to: John Wiggins
Wiggins Broadcasting Co, Inc.
1513 Heritage Lane
Florence, SC 29505

or to any such other addresses of Lessor and lessee as they may provide from time to time by like notice. Any notice or demand so given or made shall be deemed to have been given or made at the time of receipt or refusal as indicated by the return receipt therefor.

10. Prior Negotiations/Assignment/Amendments:


This constitutes the entire agreement of the Lessor and Lessee and supersedes all prior offers, negotiations, and agreements. No amendment of the lease shall be valid unless made in writing and signed by both Lessor and Lessee. This lease may be assigned by Lessee to an assignee approved by the Federal Communications Commission to be permittee or licensee of the FM broadcast station utilizing the Site described in this Lease. Any other assignment or transfer or subletting of the leased premises is not permitted without Lessors written permission.

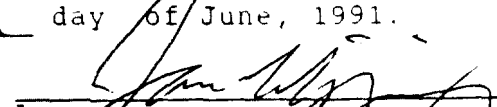
11. Agreement is Conditional:

This Lease agreement is conditional on the transfer of the assets of BD Communications to Up In The Air Company, Inc.

/s/ 12/12/41

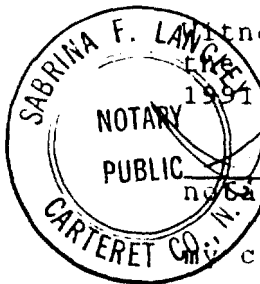
In testimony whereof, Lessor and Lessee have caused this Lease to be executed in their respective names by the duly authorized agents, effective this the 20th day of June, 1991.


Lessor
Up In The Air Company, Inc.

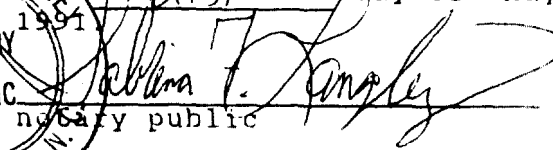

Lessee
John Wiggins
Wiggins Broadcast Co, Inc.

I, SABRINA F. LANGLEY
a Notary Public of Carteret
County, NC, do hereby certify
that Frederick McCune
personally appeared before me
this day and acknowledged the
due execution of the foregoing
Agreement.

I, _____
a Notary Public of _____
county, NC, do hereby certify
that John Wiggins personally
appeared before me this day
and acknowledged the due
execution of the foregoing
Agreement.



Witness my hand and seal this
21st day of May,
1991.


notary public

commission expires: **OCT 23, 1993**

Witness my hand and seal this
the _____ day of _____
_____, 1991.

notary public

my commission expires:

pm 12/12/91

NORTH CAROLINA LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into as of the 15th day of May, 1991, by and between KELSO-WHEELER & ASSOCIATES, INC. (hereinafter called "Lessor") and ATLANTIC BROADCASTING, INC. (hereinafter called "Lessee");

W I T N E S S E T H :

In consideration of the rents hereinafter agreed to be paid and in consideration of the mutual covenants and agreements hereinafter recited, Lessor does hereby lease and demise unto Lessee and Lessee does hereby lease and take as tenant from Lessor those certain premises (hereinafter called the "Premises") bearing the postal enumeration of 1406 Neuse Boulevard, New Bern, North Carolina, and containing approximately ~~2,400~~^{1,000 (KSA)} square feet. The Premises are leased and demised together with a non-exclusive license to use in common with Lessor and all other lessees of any portion of the Building such common areas within the Building necessary for ingress, egress and regress to and from the Premises, including halls, passages, elevators and stairways, and such other areas within or without the Building as Lessor from time to time shall provide for the use in common by Lessor and lessees of any portion of the Building, including without limitation, parking areas, sidewalks and entrance foyers, if any; provided, however, that Lessor at all times shall retain the right to make such changes in all such areas as Lessor shall deem appropriate and to restrict the use thereof by rules and regulations. Provided, further, that Lessee shall be entitled to no less than Lessee's proportionate share of parking spaces to be determined by multiplying the total number of parking spaces by a percentage determined by dividing the square feet demised to Lessee by the total square feet in the building. No easement for light or air is granted hereunder.

TO HAVE AND TO HOLD the said Premises unto the Lessee upon the following terms and conditions:

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1. TERM. The term of this Lease shall begin on the 1st day of May, 1991, and shall end at 12:00 midnight on the 30th day of April, 1992. In the event that Lessor wishes to extend this Lease, such extension shall be at the discretion of the Lessor, and at a rent and for a term as agreed by the parties. Lessee shall not have the right to carry over under the terms of this Lease without the written consent of Lessor.

2. RENT. Lessee shall pay to Lessor the sum of Five Hundred Dollars (\$500.00) per month, with the first payment being due and payable on the 1st day of May, 1991, with a like and equal amount being due and payable on the 1st day of every month thereafter for the remainder of the term of this Lease. Said payments shall be without previous demand and without offset or deduction. Rent for any partial month shall be paid in advance at that daily rate equal to the monthly base rent divided by the number of days in the month for which such rent is due.

3. SECURITY DEPOSIT. Lessee this day has deposited with Lessor the sum of \$1,000.00 as security for the performance by Lessee of all the terms and provisions of this lease upon Lessee's part to be performed, which sum shall be returned to Lessee after the expiration of the term hereof, provided Lessee has performed fully all obligations to be performed by Lessee hereunder. Lessor shall have the right to apply any part of said deposit to cure any default of Lessee; and if Lessor does so, Lessee upon demand shall deposit with Lessor the amount so applied so that Lessor shall have the full deposit on hand at all times during the term of this lease. In the event of a sale of the Building or a lease of the entire Building subject to this Lease, Lessor shall have the right to transfer the security deposit to the purchaser or lessee, and Lessor thereupon shall be released from all liability for the return of such security deposit and Lessee shall look to the new Lessor solely for the return of said security deposit. This provision shall apply to every transfer or assignment made of the security deposit to a new Lessor. The security deposit under this

lease shall not be assigned or encumbered by Lessee without written consent of Lessor and any such assignment or encumbrance made without Lessor's consent shall be void. Further, the security deposit shall not bear interest and may be commingled with other funds of Lessor.

4. DELIVERY OF POSSESSION. If Lessor for any reason whatsoever cannot deliver possession of the Premises to Lessee on the commencement date of the term as above specified, this lease shall not be void or voidable nor shall Lessor be liable to Lessee for any loss or damage resulting therefrom; but in that event there shall be a proportionate reduction of all rent for the period between the said specified date for commencement of the term and the date when Lessor in fact does deliver possession to Lessee. No such failure to deliver possession on the date of commencement of the term shall be construed to extend the term of this lease. The other provisions of this paragraph to the contrary notwithstanding, it is provided that if possession of the Premises is not delivered to Lessee within sixty (60) days of the beginning of the term as specified in Paragraph 1 hereof for any reason other than strikes or acts of God beyond the control of Lessor, then this lease may be terminated by either party at any time prior to the delivery of possession of the Premises to Lessee and shall be terminated upon the receipt by either Lessor or Lessee of written notice from the other party to such effect, whereupon neither Lessor nor Lessee shall have any further liability to the other.

5. REMEDIES UPON DEFAULT.

(A) If one or more of the following events (hereinafter called "Events of Default") shall occur and shall continue for a period of time after any notice which may be required to be given is given as hereinafter provided, to-wit:

(i) if Lessee shall fail to pay any rent or other sum due hereunder when due in accordance with the terms of this lease and such default shall continue for a period of ten days after the date such rent or other sum becomes due; or

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(ii) if Lessee shall vacate or abandon the Premises or fail to operate its business continuously and uninterruptedly therein and such default shall continue for a period of ten (10) days after written notice to Lessee thereof; or

(iii) if Lessee shall fail to keep or perform or abide by any other term, condition, covenant or agreement of this lease or of the Rules and Regulations now or hereafter in effect and such default shall continue for a period of fifteen (15) days after written notice to Lessee thereof; or

(iv) if Lessee shall file a petition in bankruptcy or take or consent to any other action seeking any such judicial decree or shall make any assignment for the benefit of its creditors or shall admit in writing its inability to pay its debts generally as they become due or if any court of competent jurisdiction shall enter a decree or order adjudicating it bankrupt or insolvent or if any trustee or receiver for Lessee or for any substantial part of its property be appointed or if any person shall file a petition for involuntary bankruptcy against Lessee and such appointment or petition shall not be stayed or vacated within sixty (60) days of entry thereof; or

(v) if Lessee's interest in this lease or the Premises shall be subjected to any attachment, levy or sale pursuant to any order or decree entered against Lessee in any legal proceeding and such order or decree shall not be vacated within fifteen (15) days of entry thereof;

(B) Upon the occurrence of an event of default:

(a) Lessor, with or without terminating this lease, immediately or at any time thereafter, may re-enter the Premises and correct or repair any condition which shall constitute a failure on Lessee's part to keep or perform or abide by any term, condition, covenant or agreement of this lease or of the Rules and Regulations now or hereafter in effect. Lessee shall reimburse and compensate Lessor as additional rent within fifteen (15) days after

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made by Lessor in making such corrections or repairs.

(b) Lessor, with or without terminating this lease, immediately or at any time thereafter, may demand in writing that Lessee vacate the Premises. Lessee shall vacate the Premises and remove therefrom all property thereon belonging to Lessee within three (3) days of receipt by Lessee of such notice from Lessor, whereupon Lessor shall have the right to re-enter and take possession of the Premises.

(c) Lessor, with or without terminating this lease, immediately or at any time thereafter, may re-enter the Premises and remove Lessee therefrom and all property belonging to or placed on the Premises by, at the direction of, or with the consent of Lessee.

(d) Lessor, with or without terminating this lease, immediately or at any time thereafter, may re-let the Premises or any part thereof for such time or times and at such rent or rents and upon such other terms and conditions as Lessor in its sole discretion may deem advisable; and Lessor may make any alterations or repairs to the Premises which it may deem necessary or proper to facilitate such re-letting. Lessee shall pay all costs of such re-letting including the cost of any such repairs to the Premises and, if this lease shall not have been terminated, Lessee shall continue to pay all rent due under this lease up to and including the date of beginning of payment of rent by any subsequent lessee of part or all of the Premises and thereafter Lessee shall pay monthly during the remainder of the term of this lease the difference, if any, between the rent collected from any such subsequent lessee or lessees and the rent reserved in this lease but Lessee shall not be entitled to receive any excess of any such rents collected over the rents reserved herein.

(e) Lessor, immediately or at any time thereafter may terminate this lease without notice or demand to vacate the Premises. This lease shall be deemed to have been terminated upon

receipt by Lessee of written notice of such termination and upon such termination Lessor shall have and recover from Lessee all damages Lessor may suffer by reason of such termination including without limitation the cost (including legal expenses and reasonable attorneys' fees) of recovering possession of the Premises, the cost of any repairs to the Premises which are necessary or proper to prepare the same for reletting. In addition thereto, Lessor, at its election, shall have and recover from Lessee either (i) an amount equal to the excess, if any, of the total amount of all rents to be paid by Lessee for the remainder of the term of this lease over the then reasonable rental value of the Premises for the remainder of the term of this lease or (ii) the rents which Lessor would be entitled to receive from Lessee pursuant to the provisions of subparagraph (d) above if the lease were not terminated. Such election shall be made by Lessor's giving Lessee written notice thereof within thirty (30) days of the notice of termination.

C. In the event of any re-entry of the Premises by Lessor pursuant to any of the provisions of this lease, Lessee hereby waives all claims for damages which may be caused by such re-entry by Lessor except such claims as arise from the negligence of Lessor; and Lessee shall save Lessor harmless from any loss, cost (including legal expenses and reasonable attorneys' fees) or damages suffered by Lessor by reason of such re-entry. No such re-entry shall be considered or construed to be a forcible entry.

D. No course of dealing between Lessor and Lessee or any delay on the part of Lessor in exercising any rights it may have under this lease shall operate as a waiver of any of the rights of Lessor hereunder nor shall any waiver of a prior default operate as a waiver of any subsequent default or defaults; and no express waiver shall affect any condition, covenant, rule or regulation other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

E. The exercise by Lessor of any one or more of the remedies provided in this agreement shall not prevent the subsequent exercise by Lessor of any one or more of the other remedies herein provided. All remedies provided for in this lease are cumulative and may, at the election of Lessor, be exercised alternatively, successively or in any other manner and are in addition to any other rights provided by law.

6. END OF TERM, HOLDING OVER AND ATTORNEY'S FEES. Upon the expiration of the term or other termination of this lease, Lessee shall quit and surrender to Lessor the Premises, broom clean, in good order and condition, ordinary wear and tear excepted and Lessee shall remove from the Premises all of its property.

If Lessee shall hold over after the expiration of the term or other termination of this lease, such holding over shall not be deemed to be a renewal of this lease but shall be deemed to create a tenancy-at-will. By such holding over, Lessee shall be deemed to have agreed to be bound by all of the terms and provisions of this lease except those as to the term hereof; and during any such tenancy-at-will, Lessee shall pay Base Rent at that rate equal to two hundred percent (200%) of that provided for in the foregoing Paragraph 2. If any rent owing under this lease is collected by or through an attorney at law, Lessee agrees to pay Lessor's reasonable attorneys' fees not in excess of fifteen percent (15%) of the amount so collected or, if the statutes or other laws of the State of North Carolina in effect at the time of such collection limit the amount so payable as attorneys' fees, then the maximum amount allowed by such laws or statutes.

7. USE OF PREMISES. The Premises shall be used and occupied by Lessee as a radio station and general office space only and for no other purpose. Lessee shall not use the Premises or any portion thereof for any illegal or unlawful purpose and will not cause or permit a nuisance to be created or maintained therein. Lessee at all times shall comply fully with all federal, state and local laws, rules, regulations, orders and requirements relating

WARD AND SMITH, P.A., ATTORNEYS AT LAW

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to health, safety and the environment, including without limitation those relating to ambient air, surface and ground water, surface and subsurface soils and other natural resources and those relating to the manufacture, processing, distribution, use, treatment, storage, handling, transportation, release, disposal or importing and exporting of hazardous substances, hazardous wastes, pollutants, contaminants, toxic substances, asbestos, oil, other petroleum or chemical, biological or radioactive substances, and shall not permit to exist on the Premises any hazardous substance, hazardous waste, pollutant, contaminant, toxic substance, asbestos, oil, other petroleum or chemical, biological or radioactive substance which is subject to regulation under any such law, rule, regulation, order or requirement or storage tank used for the storage thereof, whether above-ground or underground, except such as may be consented to in writing by Lessor prior thereto. Further, in the performance of any acts required of or permitted Lessee under this lease, Lessee shall obey and comply with all other laws, ordinances, rules and regulations of all legally constituted authorities existing at any time during the continuance of such performance in any way affecting the Premises or the use of the Premises by Lessee. Such compliance shall include compliance by Lessee with requirements of the Occupational Safety and Health Act, and all amendments thereto, as the same applies to Lessee's use of the Premises and should such Act or any other law, ordinance, rule or regulation require any alteration or addition to the Premises, Lessee shall perform the same at its expense, with approval of Lessor for plans and specifications prepared in connection with such performance. Lessee shall pay and discharge promptly any and all licenses, imposts, liens or other charges arising out of or in connection with the performance of any act required of or permitted Lessee hereunder and shall keep the Premises free and clear of any and all such liens or charges. Lessee shall not fix, print, paint or display any sign, name, legend, notice or advertisement on any part of the Premises or of

the Building; provided that the name of the Lessee may be exhibited with appropriate lettering approved and installed by Lessor at Lessee's expense near the door or doors to the Premises. All such lettering and the exterior side of all doors leading into the Premises shall conform to the standards established from time to time by Lessor. Lessee shall not maintain or permit any coin operated or vending machine within the Premises or the Building without the prior written consent of Lessor and the granting of such consent by Lessor shall not preclude any charge to Lessee for the use of utilities pursuant to the provisions of this lease.

8. ASSIGNMENT AND SUBLETTING. Lessee shall not sell, assign, pledge or hypothecate this lease or sublet the Premises or any part thereof without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Consent by Lessor to one assignment or subletting shall not destroy or operate as a waiver of the prohibitions contained in this paragraph as to future assignments or subleases; and all such later assignments or subleases shall be made only with Lessor's prior written consent. In the event any assignment of this lease or subletting of the Premises or any part thereof is made by Lessee and whether or not the same is consented to by Lessor, Lessee shall remain liable to Lessor for payment of all rent herein provided for and for the faithful performance of all of the covenants and provisions of this lease by any assignee or sub-lessee to the same extent as if the lease had not been assigned or the Premises sublet. If this lease shall be assigned or the Premises or any portion thereof sublet by Lessee at a rent that exceeds the rents to be paid to Lessor hereunder and attributable to the Premises or portion thereof so assigned or sublet, then and in such event any such excess shall be paid over to Lessor by Lessee. If Lessee shall request Lessor's consent to an assignment of this lease or a subletting of the Premises or any portion thereof, it shall do so by written notice to Lessor naming the proposed assignee or subtenant, designating any portion of the Premises to be sublet and setting forth the

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other terms and conditions of such proposed assignment or subletting. Thereupon and at any time thereafter, Lessor, at its election, upon notice to Lessee and without limitation, shall have the right to refuse to consent to such assignment or subletting to enter into a direct lease with such proposed assignee or subtenant; and/or to terminate this lease as to the portion of the Premises designated in such notice. Upon Lessor's giving notice of termination, this lease shall terminate as to the portion of the Premises designated in such notice from Lessee to Lessor, the Area of the Premises shall be reduced by the area of the portion of the Premises so designated by Lessee, the Base Rent shall be reduced in the same proportion as the Area of the Premises shall be reduced, and Lessee upon request of Lessor shall execute an instrument in recordable form prepared by Lessor documenting the same.

9. MAINTENANCE, REPAIR AND UTILITIES. Lessor shall be responsible for the maintenance of the exterior walls and roof, and shall be responsible for providing to said Premises the equipment for heating, air conditioning and plumbing. The sole cost and expense of maintenance and repair for these items shall be that of the Lessor. The Lessee shall be responsible for all interior walls, doors, carpet, windows and plate glass, and all improvements now or hereafter located on said Premises, and shall maintain the same in good order, condition and repair.

10. UTILITIES AND SERVICES. Lessee shall be responsible for and shall pay all cost and charges for utilities and services in connection with Lessee's occupancy of the Premises, including but not limited to, electricity, water, sewer, energy, telephone, garbage, and other services. All of the foregoing utilities and services shall be instituted and obligated for and in the name of the Lessee and Lessor shall have no responsibility whatsoever for the furnishing or cost of same. Provided, however, Lessee shall take such action as it deems necessary to remove the electric meter service for exterior lighting and signage from the electric meter

serving the demised premises or shall take other steps that are satisfactory to Lessee to reimburse Lessee for all cost of current for said lighting and signage.

11. ALTERATIONS BY LESSEE. Lessee shall make no alterations, additions or improvements to the Premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld; and any request by Lessee of Lessor to make any such alterations, additions and improvements shall be accompanied in each instance by plans and specifications for such alterations, additions and improvements in such detail as Lessor reasonably may require. All alterations, additions and improvements (including without limitation, all partitions, walls, railings, carpeting, floor coverings and other fixtures) made by, for, or at the direction of Lessee, when made, shall become the property of Lessor and shall remain upon and be surrendered with the Premises as a part thereof at the expiration or other termination of this lease. Upon the expiration or other termination of this lease, Lessee promptly shall reimburse Lessor for any expense or cost incurred by Lessor in restoring the Premises to the condition in which the Premises were at the time Lessee shall have occupied the same, ordinary wear and tear, fire or other casualty not caused by Lessee, its servants, agents or employees, and alterations, additions and improvements to the Premises consented to in writing by Lessor, excepted. Any ad valorem real estate taxes assessed with respect to the Building or the Land as a result of alterations, additions or improvements to the Premises made by, for or at the direction of Lessee, shall be reimbursed by Lessee to Lessor immediately upon receipt by Lessee of written demand therefor. Lessor shall have no obligation to make any alterations, improvements or repairs to the Premises except those required to make the Premises safe and tenantable, provided that such repairs are not required by reason of acts or omissions of Lessee, its agents, employees, invitees or licensees. In the event that any alterations, additions or improvements in or

to the Premises, regardless of whether the same have been made by or with the consent of Lessor, must be removed or damaged in order for Lessor properly to maintain the building or any portion thereof, Lessor shall have the right to remove or damage the same but only to the extent necessary or proper to carry out such maintenance and Lessor shall have no obligation to replace or repair the same and Lessee shall pay Lessor on demand all costs paid or incurred by Lessor arising out of any such removal and/or damage.

12. PROPERTY OF LESSEE. All property placed on the Premises by, at the direction of, or with the consent of Lessee, its employees, agents, licensees or invitees, shall be at the risk of Lessee or the owner thereof and Lessor shall not be liable for any loss of or damage to said property resulting from any cause whatsoever unless such loss or damage is the result of Lessor's negligence and Lessee's recovery for such negligence of Lessor shall be limited in any event to an amount no greater than the amount for which Lessor has insured such loss or damage.

13. LESSOR'S RIGHT OF ENTRY. Lessor shall have the right to enter and to grant licenses to others to enter the Premises at any time and for such lengths of time as Lessor shall deem reasonable (a) to inspect the Premises, (b) to exhibit the Premises to prospective tenants or purchasers of the Building, (c) to make alterations or repairs to the Premises or to the Building and to store necessary materials, tools and equipment for such alterations or repairs, (d) for any purpose which Lessor shall deem necessary for the operation and maintenance of the Building and the general welfare and comfort of the lessees of any portion of the Building, (e) for the purpose of removing from the Premises any placards, signs, fixtures, alterations or additions not permitted by this lease or by the Rules and Regulations, or (f) to abate any condition which constitutes a violation of any covenant or provision of this lease or of the Rules and Regulations. No such entry by Lessor shall affect in any manner Lessee's obligations and